MORTGAGE RECORD — F. J. FOSTER, BLANK BOOK MANUFACTURER, LAWRENCE, KAN.

This Indenture, Made this 26th day of March in the year of our Lord one thousand eight hundred and ~~eighty~~ Ninety between Jesse A. Rodgers and Elizabeth Rodgers his wife of Vinland in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty Six hundred (2600) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South West Quarter (1/4) of Section No. Fourteen (14) Township No. Fourteen (14) South of Range No. Twenty (20) East of 6th P.M. except Com. at S. W. Cor. said Qr. Sec. Th. E. 12 ft. N. 90 R. W. 12 ft. S. 90 R.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Jesse A. Rodgers and Elizabeth Rodgers do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Twenty Six Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Jesse Rodgers and Elizabeth Rodgers to the said party of the second part:

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Jesse A. Rodgers his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Jesse A. Rodgers (SEAL.)
Elizabeth Rodgers (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 26 day of March, A. D. 1890, before me, L. A. Steele, a Notary Public in and for said County and State, came Jesse A. Rodgers and Elizabeth Rodgers his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires June 17 1890. L. A. Steele *Notary Public.*

Recorded March 26 A. D. 1890, at 3 o'clock P. M.

James Brooks *Register of Deeds.*

The following was endorsed on the original instrument: No notes secured of this mortgage have been paid, and the same is hereby released, and the lien thereby created discharged. As witness my hand, this 26 day of March A.D. 1902. Alex Davis. Recorded March 26th 1902 - C. E. Coleman, Register of Deeds. By Billie B. Coleman - Deputy.

The following was endorsed on the original instrument: Dated October 17th 1898. Joseph Lewis by Lillian North his Attorney in fact. Lewis North his Attorney in fact. State of Kansas, County of Douglas, ss: Be it Remembered that on this 17th day of October A.D. 1898 before me, the undersigned, a Notary Public in and for said County and State, came Joseph Lewis by Lillian North his Attorney in fact to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution of the same to be his act and deed. In witness whereof I have hereunto set my official seal on the day and year last above written. Geo. A. Beach, Notary Public. My commission expires Oct. 7-1900.

Recorded October 17th 1898 C. E. Coleman Register of Deeds By M. G. Gibbs Dep.

The following was endorsed on the original instrument: In consideration of full payment of the within mortgage I hereby release the same this [illegible] 1910